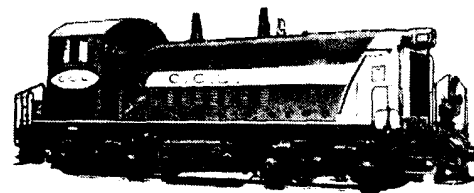


CHROME CRANKSHAFT LOCOMOTIVE SALES CO.

MAIN OFFICE: 6010 SOUTH NEW ENGLAND AVE.
CHICAGO, ILLINOIS 60638
(312) 586-3030

CHICAGO BRANCH: (312) 646-3300
SILVIS BRANCH: (309) 755-6800

CHICAGO, ILL. - SILVIS, ILL. - LOS ANGELES, CAL.



COMPLETE LOCOMOTIVE REBUILDING - SALES - SERVICE - PARTS

October 23, 1984

14464

RECORDATION NO. Filed 1425

Interstate Commerce Commission
12th And Constitution Ave. N.W.
Washington, D.C. 20434

NOV 1 1984 - 11 50 AM
INTERSTATE COMMERCE COMMISSION

Attn: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed please find an original and a copy of a Lease
Agreement which we request that you file and record with the
Interstate Commerce Commission.

Parties

Lessor: Chrome Crankshaft Locomotive Sales, Inc.
6010 S. New England Avenue
Chicago, Illinois 60638

Lessee: Hardin Grain Company
P. O. Box 131
Hardin, Kentucky 42048

We are enclosing our check# 8478 in the amount of \$10.00
payable to the Interstate Commerce Commission, to cover the fee
for filing and recording.

Kindly return a filed copy of the Lease and receipt for filing
fee to us at your earliest convenience.

Very truly yours,

Stephen R. Meindl
Stephen R. Meindl

SRM/ec
encl:

1/2/85

Interstate Commerce Commission
Washington, D.C. 20423

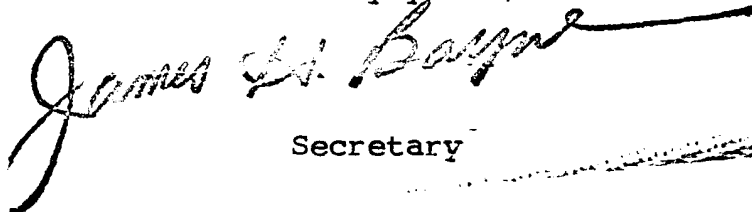
OFFICE OF THE SECRETARY

Stephen R. Meindl
Chrome Crankshaft Locomotive Sales Co.
6010 South New England Ave.
Chicago, Illinois 60638

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/1/84 at 11:30am and assigned re-recording number(s). 14464 & 14465

Sincerely yours,


Secretary

Enclosure(s)

LEASE/PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of September,
1983, by and between the CHROME CRANKSHAFT LOCOMOTIVE SALES COMPANY,
PO BOX 197, SILVIS, ILLINOIS, 61282, party of the first part (hereinafter called
the "Lessor"), and HARDIN GRAIN, Debtor, party of the second part 14464
(hereinafter called the "Lessee");
REGISTRATION NO. Filed 1425
10/1 1983 11 30 AM

WITNESSETH:

INTERSTATE COMMERCE COMMISSION

WHEREAS, the Lessee desires to lease locomotive

863, for use on its property and

WHEREAS, the Lessor is willing to lease locomotive

863, to the Lessee for such service subject to

the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the payments and agreements hereinafter
mentioned to be made and fulfilled by the Lessee, the Lessor hereby agrees to
furnish and lease to Lessee locomotive 863 for use on its property under
the terms of this lease/purchase agreement.

1. The Lessee accepts such lease and agreement and binds itself to
faithfully perform the covenants and conditions hereof.
2. Said Locomotive, before delivery, shall be inspected by the Lessor and
Lessee and statement made, and jointly signed as to its condition with exceptions,
if any, taken thereto. The Locomotive will be covered by a 60 day warranty on
parts only with a \$200.00 deductible. Warranty will expire 60 days after date of
arrival of the unit in Murray.
3. Said locomotive shall be accepted on the tracks at Silvis, Illinois,
and if returned it shall be returned by the Lessee to Silvis, Illinois upon
termination of this agreement. Any reasonable and normal expense incurred by the
Lessor in delivering said locomotive to the Lessee shall be paid by the Lessee.

4. Commencing with the date when said locomotive leaves Lessors tracks to be delivered to the Lessee, the Lessee agrees to pay to the Lessor for the use of said locomotive the rate of \$ 48.00 per calendar day, rental payments shall be made promptly at the beginning of each calendar month or upon receipt of bills thereof with ~~3~~² months to be paid in advance of the shipment of the locomotive from Silvis. *2/18/83*

5. The Lessee agrees to keep and maintain said locomotive in good and proper repair and condition, at its own cost and expense, and if said locomotive shall be returned to the Lessor it shall be in as good condition as when received, ordinary wear and tear excepted.

6. The Lessor or its authorized representative shall have the right at all times to inspect said locomotive and shall be given convenient access to the same by the Lessee in order that the Lessor may assure itself that said locomotive is being maintained and kept in a satisfactory manner. If said locomotive or locomotives shall be destroyed, or damaged to such an extent that in the judgment of the Lessor it cannot be repaired and put in a serviceable condition, the Lessee hereby agrees to pay to the Lessor a fair market value of \$52,560.00 for said locomotive.

7. If the Lessee shall make default in any of the payments herein agreed to be made by it, or in any of the obligations or agreements to be made or fulfilled by it as herein provided, or if in the judgment of the Lessor said locomotive is not being maintained satisfactorily, the Lessor may at once take possession of said locomotive and thereupon this agreement shall cease and terminate, but such termination shall not affect the payment of any sums which may be due or become due hereunder from the Lessee to the Lessor.

8. The Lessee, shall, in additon to the rental agreement provided above, also pay all state, local, sales, use and occupation taxes applicable to the rental of the locomotive as herein provided and it is understood and agreed that the same may be invoiced by the Lessor to the Lessee along with the regular daily rental

as hereinabove provided.

9. Lessee will protect, indemnify, hold and save harmless the Lessor from and against all claims, demands, damages, suits, losses, costs, attorney fees, liability awards, judgments, and expenses of whatever nature or loss or damage to property or injury or death to persons resulting in any manner directly or indirectly from use or operation of the locomotive covered by this lease.

10. Lessee shall not sublet or loan the locomotive without prior express written consent of Lessor.

11. Lessee shall maintain a record as required by Lessor of all maintenance performed by it on the locomotive, and shall submit such record for examination and reproduction by Lessor.

12. This agreement shall remain in full force and effect for a minimum of 36 months, and after that date and upon receipt of the 36th payment in full, title to locomotive R/N 863 shall transfer from Chrome Crankshaft to Hardin Grain.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year shown above.

ATTEST:

BY: Jack Dunigan

WITNESS:

BY: Toni Lewis

CHROME CRANKSHAFT LOCOMOTIVE

SALES COMPANY

BY: [Signature]

BY: [Signature]

[Signature]
JERRY L. MASSE, NOTARY PUBLIC
ROCK ISLAND COUNTY, STATE OF ILLINOIS
MY COM. EXPIRES JULY 15, 1997

[Signature]
10/24/83